

**J39 Military Information Support Operations (MISO)  
and Civil Affairs (CA) Subject Matter Expert Support  
Statement of Work (SOW), Revision, Jan 10, 2020**

**1.0 Introduction.** Work is to be accomplished for United States Special Operations Command (USSOCOM), herein referred to as Client, through the General Services Administration (GSA), Federal Acquisition Service (FAS), Assisted Acquisition Services Division, Southeast Sunbelt Region.

**1.1 Points of Contact:**

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**1.2 DESCRIPTION OF ORGANIZATION REQUIRING SUPPORT.**

The USSOCOM J39 Branch has the mission to plan, coordinate, integrate, and execute Military Information Support Operations (MISO) strategies to promote the goals and objectives of the Government of the United States and serve at the Joint Proponent Office for both MISO and Civil Affairs (CA.) This mission requires full time equivalent (FTE) subject matter expert (SME) augmentation.

**1.3 TASK PURPOSE.**

The purpose of this task is to provide subject matter experts (SMEs) to augment manpower for MISO and CA activities across all organizational functions.

**1.4 CONTRACT TYPE:** Firm Fixed Price (FFP), Labor Hour (LH), and Cost Reimbursable, No Fee (CRNF)

**1.5 PERIOD OF PERFORMANCE:** There will be a two week transition period from (anticipated) 6 March 2020 to 19 March 2020\*. Awardee will not be reimbursed for any expenses incurred during this transition timeframe to prepare itself for assuming performance on the first day of the Base Period anticipated to be 20 March 2019.

Base Period*:	20 Mar 2020 to 05 Mar 2021
Option Year 1*:	06 Mar 2021 to 05 Mar 2022
Option Year 2*:	06 Mar 2022 to 05 Mar 2023
Option Year 3*:	06 Mar 2023 to 05 Mar 2024
Option Year 4*:	06 Mar 2024 to 05 Mar 2025
6 Month Extension*:	06 Mar 2025 to 05 Sept 2025

\*dates subject to change based on actual award date.

## **2.0 GENERAL REQUIREMENTS.**

The Contractor shall be responsible for meeting the following general requirements, as well as the specific requirements identified in Section 3.0.

### **2.1 TRANSITION**

The contractor shall be responsible for executing their proposed transition plan and for ensuring fully qualified personnel are in place on day one of the base period of performance. **The contractor's employees will not be given access to USSOCOM prior to first day of the base period. A representative of the awardee (contractor) may have access.** The contractor shall ensure no interruption of incumbent's performance and mission occurs during the transition period. Throughout the transition, it is essential that attention be given to minimize interruptions or delays to work in progress that would impact the mission. The contractor must plan for the transfer of work control, delineating the method for processing and assigning tasks. The contractor shall provide weekly updates during the transition period to insure the Government is fully informed of the transition status and any issues that may be identified.

### **2.2 QUALIFIED PERSONNEL**

The contractor shall be responsible for providing qualified personnel that meet the required skills and qualifications as set forth in Table 4.1 of the SOW. The contractor shall ensure personnel are fully trained to meet mission requirements on day one of the base period of performance.

### **2.3 MANAGEMENT OF ISSUES**

The contractor shall address all performance issues and customer complaints to ensure the requirements defined in the PWS are met successfully 100% of the time.

### **2.4 MANAGEMENT OF POSITIONS SHORTFALLS (RETENTION/FILL RATES)**

A Full Time Equivalent for this task order equates to 1,880 hours per year. The contractor shall ensure any absences (including leave, medical emergencies, etc.) lasting more than ten

consecutive work days are back-filled with a qualified candidate for the duration of the absence or until permanently filled. The contractor shall ensure fully qualified personnel are in place to fill vacancies IAW the Service Delivery Summary (SDS) when personnel depart this task order.

## **2.5 DELIVERABLES**

All deliverables shall be delivered to the Contracting Officer's Representative (COR). Acceptance of deliverables shall be performed by the COR. The COR will evaluate deliverables for completeness and correctness, and operations sufficiency of content. If a deliverable is unacceptable, the Government will notify the Contractor Program Manager (CPM), who shall coordinate with the COR to determine the resubmission time.

## **3.0 SPECIFIC REQUIREMENTS.**

### **3.1 Location and Hours of Work**

Accomplishment of the results contained in this SOW requires work at HQ USSOCOM and possible travel to various contractor, subcontractor, and Government facilities (mainly in the continental United States). Normal workdays are Monday through Friday except US Federal Holidays. The work schedule is typically eight (8) hours per day, 40 hours per week. Flextime shall start no earlier than 0600 and no later than 0900. Daily start and stop times may vary, however all personnel are required to be at work during USSOCOM core business hours from 0900 to 1500 daily.

### **3.2 Geospatial Social Science Statistical Analyst (1 FTE)**

The contractor shall conduct geospatial and statistical analysis to provide actionable data supporting MISO programs and objectives.

The contractor shall integrate geospatial analysis and behavioral science statistics expertise into the coordination and execution of strategic MISO research and applications. The analysis shall include multivariate analysis and predictive modeling for population segmentation, MISO target audience analysis, and MISO program evaluation. In addition, contractor shall conduct data cleaning and missing data identification, analyses, reporting recommendations and handling in the preparation of missing data reports.

The contractor shall conduct item analyses on data (e.g. descriptive statistics, response frequency, distribution of responses, and outlier testing), and provide a report of analyses and recommendations in the process of preparing item analysis syntax and output files.

The contractor shall integrate analyzed polling and survey data with large databases containing complex data to generate behavioral or attitudinal information, to identify and assess target audiences, geographically map target audience sentiment and characteristics, and provide Integrated Polling/Survey Data Reports.

The contractor shall ensure analysis support is current in the statistical and methodological techniques utilized in the fields of geospatial and statistical analysis through access to applicable

training, scholarly, and professional publications, professional associations, academic conferences and other professional development.

### **3.3 MISO Operations Analyst (1 FTE)**

The Contractor shall assist the Government Program Manager in all aspects of the Senior Military Engagement Program. Assistance shall include day-to-day actions with various points of contact for all GCCs and within the SOCOM staff. Perform a wide range of complex analytical tasks for trans-regional MISO programs. Define and refine program plans, performance metrics and programmatic documents, conduct research and develop information for understanding and integration of regional programs and issues into overarching global MISO plans and policies, preparing reports presentations and plans required for periodic updates, and interact regularly with Senior SOCOM and GCC staffs as well as industry representatives relative to the operation and performance of trans-regional and global MISO programs.

### **3.4 MISO Proponent MISO Analyst (1 FTE)**

The Contractor shall provide one SME to assist in the Joint MISO Proponency (JMP) section. The SME shall assist in the development and implementation of the Department of Defense (DOD), Geographic Combatant Command (GCC), Global Combatant Command (GCC), Service, and USSOCOM MISO programs and activities in the areas of advanced concepts, plans, policy, and doctrine. Assist in the collaborative assessment, development, integration and advancement of DOD MISO by providing analysis, technical expertise, advocacy, and issue resolution in the areas of doctrine, organization, training, materiel, leadership, personnel, facilities, and policies (DOTMLPF-P). Assists in the validation and integration of Joint MISO capability requirements in DOD, Joint Chiefs of Staff (JCS), Service, GCC, and USSOCOM strategic planning and programming guidance and initiatives. Reviews DOD, GCC, and Service MISO concepts, plans, policies, activities, and doctrine for consistency with joint doctrine and interoperability standards. Evaluates DOD, GCC, Service and USSOCOM concepts, strategy, strategic plans, policies, and activities and advises the JMP section Chief regarding strategic implications for DOD MISO programs, capabilities, and operations. Provides detailed research and analysis by reading, writing, reviewing, and revising studies, white papers, concepts of operation (CONOPS), the family of Joint concepts, capabilities based assessments (CBAs), support operational & organizational plans, DOTMLPF-P assessments, experimentation, and other analytical efforts supporting the Joint Forces and associated USSOCOM equities.

### **3.5 Strategic Planners (2 FTE with additional 1 FTE Option)**

The Contractor shall provide two (2) Strategic Planners to serve as staff action officers and advisors on strategic trans-regional plans and operations supporting national and COCOM policies, plans, and objectives. Assists in the development and maintenance, of plans, programs, and procedures. Facilitates recommendations for new programs, policies, strategies, and approaches for the conduct of strategic trans-regional PSYOP plans and programs and provides analysis of advantages and disadvantages of different approaches. Assists in feasibility assessments and analysis to assess DOD plans and programs and determine capabilities to support activities with trans-regional psychological operations plans, programs or activities.

Provides planning and coordination assistance for the integration of trans-regional psychological operations with Geographic Combatant Commands and other government agencies and organizations with responsibilities for the development and execution of comparable programs and activates in assigned areas. Facilitates discussion among various Geographic Combatant Commands and other government agencies and organizations in order to resolve critical issues and ensure continuity of strategic planning and operational efforts. Serves as subject matter expert and consultant to USSOCOM staff, OSD, JS, Geographic Combatant Commands, Theater Special Operations Commands (TSOCs) and other government agencies and organizations as required, ensuring synchronization of individual efforts. Conducts and assists in the analysis of prior operations and activities to identify and propose improvements to current process and procedures, advises senior leaders on the feasibility of different approaches, and recommends courses of action for improving trans-regional PSYOP planning, coordination and execution. Maintains a comprehensive working knowledge of all strategic PSYOP activities such as ongoing programs, proposed programs, and evolving mission requirements. Attends interagency, OSD and COCOM-level meetings to maintain situational awareness and updates the section chief on all pertinent activities and operational issues concerning strategic and trans-regional planning efforts. Coordinates directly with USSOCOM staff to synchronize and integrate strategic-level PSYOP in support of overseas contingency operations (OCO). Reviews daily message traffic and classified/unclassified email messages for applicable information. Provides situational awareness and recommends courses of action for decisions and input to strategic and trans-regional PSYOP issues. When required, drafts plans and programs in accordance with current JS and OSD instructions.

### **3.6. Information Coordination Element /IO SME (2 FTEs):**

The Contractor shall assist the Government Program Manager by providing Strategic Communications/Information Environment (SC/IE) SMEs in support of the Global Mission Support Center (GMSC). The SMEs shall monitor and analyze the information environment, producing products that enhance awareness of the information environment, and providing recommendations to the commander and other decision makers. The contractor shall coordinate information environment analyses and products with the USSOCOM J2 intelligence directorate and other key stakeholders, and support the alignment of strategic communication in coordination with public affairs and other USSOCOM information-related entities. Specific tasks include:

- Monitor the information environment IAW the Commander's priorities and CCIRs to enhance planning and SOF resourcing decisions.
- Prepare spot/routine reports of the information environment as required.
- Coordinate with other entities within DOD, USG and partners that are conducting similar activities to increase situational awareness of the information environment.
- Aggregate research, analyze data, and develop solutions and courses of action as required in support of the Command's information operations, plans and strategies.

- Integrate appropriate actions, activities, and products into applicable GMSC, USSOCOM J24 (SOF Geospatial Enterprise or other command adopted systems or tools), Knowledge Management (KM) office, and/or broader USSOCOM staff procedures and processes with Government approval.

### **3.7 Civil Affairs (CA) Proponent Analyst (1 FTE OPTION)**

The Contractor shall provide a SME to assist the Joint CA Proponent Section of the J39 in performing all aspects of Joint CA Proponency. The SME shall assist in the development and implementation of the DOD, Geographic Combatant Command (GCC), Global Combatant Command (GCC) and USSOCOM CA programs and activities in the areas of advanced concepts, plans, policy, and doctrine. Assists in the collaborative assessment, development, integration and advancement of DOD CA by providing analysis, technical expertise, advocacy, and issue resolution in the areas of doctrine, organization, training, materiel, leadership, personnel, facilities, and policies (DOTMLPF-P). The contractor shall assist in the validation and integration of Joint CA capability requirements in DOD, Joint Chiefs of Staff (JCS), GCC, and USSOCOM strategic planning and programming guidance and initiatives. Reviews DOD, GCC, and Service CA concepts, plans, policies, activities, and doctrine for consistency with joint doctrine and interoperability standards. Evaluates DOD, GCC, Service and USSOCOM concepts, strategy, strategic plans, policies, and activities and advises the JCAP Section Chief regarding strategic implications for DOD CA programs, capabilities, and operations. Provides detailed research and analysis by reading, writing, reviewing, and revising studies, white papers, concepts of operation (CONOPS), the family of Joint concepts, capabilities based assessments (CBAs), support operational & organizational plans, DOTMLPF-P assessments, experimentation, and other analytical efforts supporting the Joint Forces and associated USSOCOM equities.

### **3.8 MISO Web Operations Analysts (2 FTEs OPTION)**

The Contractor shall assist the Government Program Manager in all aspects of Joint MISO WebOps Center (JMWC) efforts which include the Office of the Secretary of Defense (OSD) requirement for USSOCOM to transition existing Combatant Command (CCMD) Web Operations (WebOps) capabilities hosted by USCENTCOM to USSOCOM. Assistance shall include day-to-day actions with various points of contact for all CCMDs and within the USSOCOM staff. perform a wide range of complex analytical tasks for WebOps and other MISO capabilities, define and refine program plans, performance metrics and programmatic documents, conduct research and develop information for understanding and integration of regional programs and issues into overarching global MISO plans and policies, preparing reports presentations and plans required for periodic updates, and interact regularly with Senior USSOCOM and CCMD staffs as well as industry representatives relative to the operation and performance of WebOps and other MISO capabilities.

#### 4.0 PERSONNEL AND MINIMUM SKILL REQUIREMENTS

4.1 The contractor shall provide a single Point of Contact (POC) for interaction with the Government for this task order. The contractor has the option to designate one of the personnel filling the below positions as the POC. The POC will oversee the day-to-day management and administration of contract personnel, project tasks, work plans, schedules, and manage contract travel, and interact continually with the Government COR and any appointed Technical Representatives (TR).

**Table 4.1. Personnel Qualifications**

Position/Labor Category	Required Skills/ Qualifications
<b>MISO Strategic Planner (2 FTEs)</b>	<ul style="list-style-type: none"><li>• 10 years of experience in Operational and Strategic Planning</li><li>• 10 years of experience using Military Decision Making Process (MDMP) and Joint Operations Planning and Execution System (JOPES)</li><li>• 5 years of experience in long-term program development and oversight of multi- faceted processes</li><li>• 5 years of experience working in operational or strategic MISO</li><li>• 3 years of experience assisting in the development of program strategic guidance and objectives, DOTMLPF-P analysis, and portfolio assessments to inform strategic planning and programming decision making</li><li>• Current DoD Top Secret clearance and eligible for SCI access required</li></ul>
<b>Geospatial Social Science Statistical Analyst (1 FTE) Resume Required Key Personnel</b>	<ul style="list-style-type: none"><li>• 10 years of experience using strong research methodology, geospatial analysis, statistic methodologies and statistical analysis</li><li>• 7 years of experience using SPSS statistical analysis software, ArcGIS software (including Spatial Analyst and Spatial Analyst extensions analyst extensions), and Signature Analyst software.</li><li>• Advanced (Master's or PhD) degree in Geography, Market Analysis or a related field.</li><li>• 10 years of experience conducting comparative analyses on data (e.g. correlation, scatterplot, analysis of variance (ANOVA), regression, response frequency, distribution of</li></ul>

	<p>responses, outlier testing regression, and salience index)</p> <ul style="list-style-type: none"> <li>• 7 years of experience integrating geospatial analysis and behavioral science expertise, to include but not limited to conducting multivariate analysis and predictive modeling for population segmentation, data cleaning and missing data identification, scale analyses (e.g. perform factor analyses, quantify latent constructs and determine the reliability, validity and relationships of items/indices) analysis of polling and survey data with large databases containing complex data to identify and assess targets, geographically map target audience sentiment and provided integrated polling/survey data, into the coordination and execution of strategic MISO research, applications, and transregional MISO planning and operations</li> <li>• 10 years of combined expertise in the areas of geospatial analysis, social sciences, and statistical social science software.</li> </ul>
<p><b>MISO Operations Analyst (1 FTE) Resume Required Key Personnel</b></p>	<ul style="list-style-type: none"> <li>• 10 years of experience in MISO operations</li> <li>• Bachelor level degree in Management or a related field with an emphasis in management</li> <li>• 5 years of experience using Military Decision Making Process (MDMP) and Joint Operations Planning and Execution System (JOPES)</li> <li>• 10 years of experience in long-term program development and oversight of multi-faceted processes</li> <li>• 10 years of experience in MISO printed material content, design, and distribution</li> <li>• 10 years of experience working in the planning and execution of strategic MISO</li> <li>• 10 years of experience working in production scheduling</li> <li>• 10 years of combined expertise in the areas of MISO and military planning within HQ USSOCOM, a Service headquarters, or a combatant command headquarters ( 4-Star military HQ)</li> <li>• 10 years of experience in synchronizing MISO themes and objectives (e.g., anti-corruption, counter-WMD) drawn from Theater Security Cooperation Plan (TSCP) and</li> </ul>



	<p>Theater Campaign Plans (TCPs) across the GCCs</p> <ul style="list-style-type: none"> <li>• 10 years of experience in performing a wide range of complex analytical tasks for trans-regional MISO programs including but not limited to the identification of target audience trends, analyzing target audience(s), distilling measures of performance, measures of effectiveness and evidence of effectiveness. merging datasets based on common key variable(s), creating subsets based on a conditional qualitative value, graphically examining cross tabs, creating bins or ranks from a variable value, and analysis of strategies to improve effectiveness of messaging</li> <li>• 10 years of experience in defining, refining, and updating program plans. performance metrics and programmatic documents</li> <li>• 10 years of experience in conducting research and ensuring evolving strategic MISO missions and objectives are synchronized with overarching global MISO planning documents</li> <li>• Current DoD Top Secret clearance and eligible for SCI access required</li> </ul>
<b>MISO Proponent Analyst (1FTE)</b>	<ul style="list-style-type: none"> <li>• 10 years of experience in MISO</li> <li>• 5 years of experience in performing a wide range of complex analytical tasks for trans-regional MISO programs including but not limited to the identification of target audience trends, analyzing target audience(s), distilling measures of performance, measures of effectiveness and evidence of effectiveness, merging datasets based on common key variable(s), creating subsets based on a conditional qualitative value, graphically examining cross tabs, creating bins or ranks from a variable value, and analysis of strategies to improve effectiveness of messaging</li> <li>• 5 years of experience using Military Decision Making Process (MDMP)</li> <li>• 5 years of experience in conducting research and ensuring evolving tactical/strategic MISO missions and objectives are synchronized with overarching global MISO planning documents</li> </ul>

	<ul style="list-style-type: none"> <li>• 5 years of experience conducting analysis and evaluation of capabilities, force sufficiency and proficiency requirements, changes to policy, concepts, strategy, policy, and doctrine</li> <li>• 5 years of experience assisting in the development of program strategic guidance and objectives, DOTMLPF-P analysis, and portfolio assessments to inform strategic planning and programming decision making and issuance development to advance DOD and USSOCOM MISO capabilities</li> <li>• 2 years of experience developing/writing all or portions of JCIDS documents impacting MISO proponent areas</li> <li>• 5 years of experience in conducting regular liaison and interface with elements across DOD and interagency</li> <li>• Current DoD Top Secret clearance and eligible for SCI access required</li> </ul>
<p><b>Information Environment /IO Analyst (2 FTEs)</b></p>	<ul style="list-style-type: none"> <li>• Master's degree required in Mass or Strategic Communications, Management or a related field</li> <li>• 10 years of experience related to strategic communications</li> <li>• 3 years of experience with strategic communications plans and processes; shall be well versed in all branches of the U.S. military and have a working knowledge of the joint service environment and of strategic communications concepts and USSOCOM core competencies</li> <li>• 10 years of experience as a staff officer within HQ USSOCOM, a Service headquarters, or a combatant command headquarters (4-Star military HQ)</li> <li>• 3 years of experience working with USSOCOM or its subordinate organizations</li> <li>• A graduate of Berber Hunter Tool Kit (BHTK) training or the ability to attain proficiency in the use BHTK, as demonstrated through successful completion of the training course (2 weeks) and successfully applied skills in a course culmination project, within 60 days of task order assignment</li> <li>• Current DoD Top Secret clearance and eligible for SCI access required</li> </ul>

## 4.2 OPTION MINIMUM SKILLS AND REQUIREMENTS

<p><b>Civil Affairs Proponent Analyst (1 FTE)</b></p>	<ul style="list-style-type: none"> <li>• 10 years of CA experience</li> <li>• 10 years of combined expertise in the areas of CA and military planning</li> <li>• 5 years of experience in performing a wide range of complex analytical tasks</li> <li>• 5 years of experience using Military Decision Making Process (MDMP)</li> <li>• 5 years of experience conducting analysis and evaluation of capabilities, force sufficiency and proficiency requirements, changes to policy, concepts, strategy, policy, and doctrine</li> <li>• 3 years of experience assisting in the development of program strategic guidance and objectives, DOTMLPF-P analysis, and portfolio assessments to inform strategic planning and programming decision making and issuance development to advance DOD and USSOCOM CA capabilities</li> <li>• 3 years of experience in developing/writing all or portions of JCIDS documents</li> <li>• 5 years of experience in conducting regular liaison or interface with elements across DOD and interagency</li> <li>• Current DoD Top Secret clearance and eligible for SCI access required</li> </ul>
<p><b>Strategic Planner (1 FTE)</b></p>	<ul style="list-style-type: none"> <li>• 10 years of experience in Operational and Strategic Planning</li> <li>• 10 years of experience using Military Decision Making Process (MDMP) and Joint Operations Planning and Execution System (JOPES)</li> <li>• 5 years of experience in long-term program development and oversight of multi- faceted processes</li> <li>• 5 years of experience working in operational or strategic MISO</li> <li>• 3 years of experience assisting in the development of program strategic guidance and objectives, DOTMLPF-P analysis, and portfolio assessments to inform strategic planning and programming decision making</li> </ul>

	<ul style="list-style-type: none"> <li>• Current DoD Top Secret clearance and eligible for SCI access required</li> </ul>
<b>MISO Web-Ops Analyst (2 FTE Option)</b>	<ul style="list-style-type: none"> <li>• 10 years of experience in MISO operations</li> <li>• 1 year of experience in MISO Web Operations (WebOps)</li> <li>• 3 years of experience using Military Decision Making Process (MDMP) and Joint Operations Planning and Execution System (JOPES)</li> <li>• 5 years of experience in long-term program development and oversight of multi- faceted processes</li> <li>• 5 years of experience in MISO product content, design, and distribution</li> <li>• 5 years of experience working in strategic MISO</li> <li>• 5 years of experience working in production scheduling</li> <li>• 10 years of combined expertise in the areas of MISO and military planning</li> <li>• 5 years of experience in synchronizing MISO themes and objectives ( e.g., anti-corruption, counter-WMD) drawn from Theater Security Cooperation Plan (TSCP) and Theater Campaign Plans (TCPs) across the GCCs</li> <li>• 5 years of experience in performing a wide range of complex analytical tasks for trans-regional MISO programs including but not limited to the identification of target audience trends, analyzing target audience(s). distilling measures of performance, measures of effectiveness and evidence of effectiveness, merging datasets based on common key variable(s), creating subsets based on a conditional qualitative value, graphically examining cross tabs, creating bins or ranks from a variable value, and analysis of strategies to improve effectiveness of messaging</li> <li>• 5 years of experience in defining, refining, and updating program plans, performance metrics and programmatic documents</li> <li>• 5 years of experience in conducting research and ensuring evolving MISO missions and objectives are synchronized with overarching</li> </ul>

**5.0 DELIVERABLES.** The contractor shall produce and deliver the following deliverables related to the requirements identified in Sections 2.0 and 3.0.

### **5.1 MONTHLY REPORTS**

The contractor shall deliver the Monthly Reports covering each month's production, man hours, pending projects, and any issues occurring on site. At a minimum, the following information shall be included in each monthly report:

- Complete contract and task order number;
- Period of performance covered by the report;
- Describe problems encountered; if none, so state;
- Actual or recommended corrective action; if none, so state:
- The results from QC inspections conducted by the contractor. Results shall clearly identify the population size, sample size, standards, and evaluation methods (random sampling, periodic sampling, 100% inspection). If the standard was not met, the contractor shall provide detailed explanation of corrective measure taken to resolve the discrepancy
- Travel CLIN funding status

### **6.0 SERVICE DELIVERY SUMMARY.**

Performance assessments will be provided to the Contracting Officer (KO) by the Contracting Officer Representative (COR) in accordance with the Quality Assurance Surveillance Plan. Meeting or not meeting the thresholds identified in Attachment 1- SDS will be the basis of that performance evaluation.

### **7.0 GOVERNMENT FURNISHED PROPERTY/SPACE.**

The Government anticipates the tasks included in this SOW will performed on-site, the government will provide all equipment and materials, with the requisite access to all mission essential networks and systems required to support the activities required under this task order. The government will provide furnished office spaces (workstations, office automation equipment, telephones, and furniture) and supplies.

### **8.0 SECURITY REQUIREMENTS.**

8.1 Security will be in accordance with the attached DD254. Contractor team individual(s) supporting this task will be cleared at the TOP SECRET level at the start of the task. At the discretion of the government, selected individuals supporting this task order will require access to Special Access Program (SAP) information. Access to SAP information requires the requisite security clearance based on a security investigation with a date less than 5 years old and requires

employees to undergo additional personnel security screening meeting the DoD SAP accessing directives and policies. Contractors will require access to SCI, Foreign Government Information, NATO, and ACCM material in performance of this effort. Contractor will require access to NTPRNET/SIPRNET/JIANT/BICES/JWICS computer systems only at government facilities. Contractor will be authorized to courier classified information up to SECRET in performance of official duties upon approval of and designation by the COR.

8.2 The contractor shall ensure requirements for safeguarding classified information and classified materials, for obtaining and verifying personnel security clearances, for verifying security clearances and indoctrination of visitors, for controlling access to restricted areas, for protecting government property, and for the security of automated and non-automated management information systems and data are fulfilled. The contractor's management system shall prevent unauthorized disclosure of classified and sensitive unclassified information. The government shall be immediately notified if any security incident or any indication of a potential unauthorized disclosure or compromise of classified or sensitive unclassified information.

8.3 The contractor shall provide security management support. Typical efforts include, but are not limited to, performing classified document control functions, classified material inventories, program access requests, preparing and monitoring personnel indoctrination and debriefing agreements, and maintaining and using security related databases.

## **9.0 TRAVEL.**

9.1 Travel is required to various CONUS and OCONUS non-hazardous locations. The Contractor shall travel as initiated by written tasking. The contractor shall ensure that travel expenses are incurred in accordance with the Limitations set forth in FAR 31.205-46. Personnel may be deployed to OCONUS locations; therefore, the government COR must approve all travel in advance.

A contractor-generated travel authorization request form shall be submitted to the COR for authorization signature. The approved travel request shall be posted in GSA ASSIST as a Post Award Collaboration Memo prior to the travel. The form shall identify, at a minimum, the name(s) of travelers, dates of trip(s), location(s), estimated cost(s), purpose and an estimate of the remaining travel funds available. No travel shall be made without government authorization. The contractor shall also submit a Travel Expense Summary into GSA ASSIST Invoice Acceptance Information form when submitting invoices. Personnel may be deployed to OCONUS locations; therefore, the government COR must approve all travel in advance through the Synchronized Pre-Deployment and Operational Tracker (SPOT) system and the Contractor shall meet the criteria outlined in USSOCOM Regulation 525-3, Official Travel Outside the Continental United States before departure.

## 10.0 OTHER PERTINENT INFORMATION OR SPECIAL CONSIDERATIONS

**10.1 IDENTIFICATION OF POSSIBLE FOLLOW-ON WORK.** None at this time

**10.2 IDENTIFICATION OF POTENTIAL CONFLICTS OF INTEREST (COI) - FAR Part 9.501** defines “organizational COI” as a situation where because of other relationships or activities a person (company) is unable or potentially unable to render impartial assistance or advice to the Government or cannot objectively perform contract work or has an unfair competitive advantage. FAR 9.502 states that “an organization COI may result when factors create an actual or potential conflict of interest on an instant contract, or when the nature of the work to be performed on the instant contract creates an actual or potential COI on a future acquisition.” An “organizational COI” exists when the nature of the work to be performed may, without some restriction on future activities, (1) result in an unfair competitive advantage to the contractor on other contracts or (2) impair the contractor’s objectivity in performing the contract work. The primary burden is on the contractor to identify any organizational COI, however, the Government has the responsibility to identify and evaluate such conflicts. It is the customer’s responsibility to determine that no organizational COI exists.

## 11.0 Section 508 Accessibility Standards.

The following Section 508 Accessibility Standard(s) (Technical Standards and Functional Performance Criteria) are applicable (if box is checked) to this acquisition.

### Technical Standards

- ☒ 1194.21 - Software Applications and Operating Systems
- ☒ 1194.22 - Web Based Intranet and Internet Information and Applications
- ☐ 1194.23 - Telecommunications Products
- ☐ 1194.24 - Video and Multimedia Products
- ☐ 1194.25 - Self-Contained, Closed Products
- ☐ 1194.26 - Desktop and Portable Computers
- ☒ 1194.41 - Information, Documentation and Support

*The Technical Standards above facilitate the assurance that the maximum technical standards are provided to the Offerors. Functional Performance Criteria is the minimally acceptable standards to ensure Section 508 compliance. This block is checked to ensure that the minimally acceptable electronic and information technology (E&IT) products are proposed.*

### Functional Performance Criteria

- ☒ 1194.31 - Functional Performance Criteria

## 12.0 General Information.

**12.1 Quality Control:** The contractor will provide and maintain a Quality Control Plan (QCP) that contains, as a minimum, the items listed below to the CR and PM for acceptance not later than ten (10) calendar days after award. The PM will notify the contractor of acceptance or

required modifications to the plan. The contractor will make appropriate modifications and obtain acceptance of the plan within thirty (30) calendar days from the date of award.

The QCP shall include the following minimum requirements:

- A description of the inspection system to cover all major services and deliverables. The description shall include specifics as to the areas to be inspected on both a scheduled and unscheduled basis, frequency of inspections, and the title of inspectors.
- A description of the methods to be used for identifying and preventing defects in the quality of service performed.
- A description of the records to be kept to document inspections and corrective or preventative actions taken.
- All records of inspections performed shall be retained and made available to the Government upon request throughout the contract performance period, and for the period after contract completion, until final settlement of any claims under this contract.

**12.2 Quality Assurance:** The Government shall evaluate the contractor's performance under this contract is in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure the contractor has performed in accordance with the performance standards. It defines how the performance standards shall be applied, the frequency of the surveillance, and the minimum acceptable defect rate(s).

**13.0 Government Responsibility:** The Government shall provide points of contact (POCs) for this SOW. The POCs shall be the primary representative of the Government coordinating the technical performance of these tasks. The QAP and the POCs shall be the sole Government representatives authorized to give technical direction/coordination to the Contractor on these tasks and shall be responsible for the provision of Government-Furnished Information or Equipment (GFI/GFE) for those required to work on-site.

**13.1 Contracting Officer's Representative (COR) Designation:** After contract award, the Contracting Officer will appoint a COR and issue a COR Designation Letter stating the authority of the COR. The contractor will receive a copy of the written designation.

**14.0 Hours of Operations:** Work accomplished under this contract shall be conducted during SOCOM's normal business hours. Under extraordinary circumstances work may be required beyond these normal business hours.

**14.1 Recognized Holidays:** The contractor shall recognize all of the following Federal Holidays:



<b>HOLIDAY</b>	<b>WHEN OBSERVED</b>
New Year's Day	January 1 or the Friday preceding or Monday following
Martin Luther King's Birthday	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence day	July 4 or the Friday preceding or Monday following
Labor day	First Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veterans Day	November 11 or the Friday preceding or Monday Following
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Christmas Day	December 25 or the Friday preceding or Monday following

**15.0 Key Personnel:** The Contractor shall provide resumes of Key Personnel. Personnel identified as Key Personnel are considered to be essential to the work being performed hereunder. Before changing an individual identified as Key, the Contractor shall notify the Contracting Officer in no less than 15 business days and will submit written justification as to the reason for substitution. Substitution within the first 90 days will only be considered for reasons of illness, death, or termination of employment. The Justification must include the name and qualifications of the proposed substitute(s). The proposed substitute(s) will possess qualifications equal to or superior to those of the Key person being replaced. The Contractor shall not substitute Key personnel without written consent from the Contracting Officer. No change in fixed unit prices may occur as a result of key personnel substitution. The key personnel may, with the consent of the contracting parties, be amended from time to time during the course of this contract to either add or delete personnel, as appropriate, provided that the contracting officer may ratify, in writing, such diversion and such ratification shall constitute the consent of the contracting officer. Substitutions of Key Personnel shall be equal to or have greater qualifications than the personnel being replaced.

**16.0 Personal Services/Inherently Governmental Functions:** In this effort, the Contractor shall provide strictly non-personal services and shall work as an independent Contractor not subject to supervision or control by the Government. The Contractor shall advise and assist the Government, but shall not make final decisions or certifications on behalf of the Government, nor perform any inherently Government functions. The Contractor and its employees shall not represent the Government nor appear to represent the Government in performance of these contract services. At all times, Contractor personnel shall wear appropriate identification (in accordance with USSOCOM or other applicable Government policy), identifying themselves as Contractor personnel. At all meetings, conferences, or sessions with Government personnel, Contractor personnel shall clearly identify their status as Contractor employees. While performance of this effort shall not require inherently governmental services, it may include services that are closely associated with inherently governmental functions as defined in Section 804 of the FY 2005 National Defense Authorizations Act. All reports and draft documentation

delivered under this contract are the property of the U.S. Government unless properly identified, noted, and documented as specified in the contract.

The Client shall not direct the Contractor to do the following:

- Assign additional work outside the original scope of work
- Direct a change
- Increase/decrease costs or period of performance
- Change any of the terms and conditions of the contract
- Increase the scope of the contract
- Create a binding obligation upon the Contractor or the Government

The client has determined that use of the GSA contract to satisfy this requirement is in the best interest of the government, economic and other factors considered, and this contract is not being used to procure personal services prohibited by the Federal Acquisition Regulation (FAR) Part 37.104 titled "Personal Services Contract".

**17.0 Limitations of Contractor Responsibilities:** The Government shall exercise all signatory and decision-making authority relative to the assigned tasks. The Government shall monitor all work in progress to ensure correctness and completeness. Contractor personnel will be provided Contractor support guidelines consistent with prohibitions on personal services contracting and inherently Governmental functions. Specifically, the Contractor shall not:

- Approve, decide, or sign as a Contracting Officer;
- Negotiate with Government suppliers;
- Accept or reject supplies or services;
- Determine disposal of Government property;
- Direct other Contractor or Government personnel;
- Determine cost reasonableness, allowability, or allocability;
- Vote on a source selection board;
- Supervise Government personnel;
- Approve Government requirements or plans; or
- Determine policy.

This list is not all inclusive and additional restrictions are included in FAR 7.503. Under the guidelines of non-personal services contracts, the Contracting Officer shall have technical, not supervisory, oversight responsibilities of Contractor personnel.

**18.0 Problem Resolution:** The contractor shall bring problems, or potential issues, affecting performance to the attention of the COR and GSA CS as soon as possible. Verbal reports will be followed up with written reports when directed. This notification shall not relieve the Contractor of its responsibility to correct problems for which they are responsible. The Contractor will work cooperatively with the Government to resolve issues as they arise.

**19.0 Payment for Unauthorized Work:** No payments will be made for any unauthorized supplies and/or services or for any unauthorized changes to the work specified herein. This includes any services performed by the contractor or its personnel without prior authorization by the Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions under this effort.

**20.0 Dissemination of Information/Publishing:** There shall be no dissemination or publication of information, except within and between the contractor and any subcontractors or specified who have a need to know, of information developed under this order or contained in the reports to be furnished pursuant to this order without prior written approval of the Contracting Officer. USSOCOM approval for publication shall require provisions which protect the intellectual property rights of both USSOCOM and the contractor.

**21.0 Non-Disclosure/Non-Use Agreement:** The contractor shall ensure that the Non-Disclosure Statement is signed by all staff assigned to or performing on this contract before performing any work, including all subcontractors and consultants. The Non-Disclosure / Non-Use statement will be cosigned by a corporate official (contractor Task Manager or higher). The contractor shall also ensure that all staff understand and adhere to the terms of the non-disclosure statement, protecting the procurement sensitive information of the Government and the proprietary information of other contractors. Assignment of contractor employees who have not executed this statement or failure to adhere to this statement shall constitute default on the part of the contractor.

**22.0 Contract Funding:** It is anticipated that the task will be incrementally funded.

**23.0 Past Performance Information:** In accordance with FAR 42.15, Contractor Performance Information, interim and final past performance information will be submitted by the GSA Contracting Officer, GSA Customer Account Manager, or COR. Per GSAM 542.1503(c), the Contracting Office Director will make the final decision regarding disagreements related to performance evaluations between the contracting officer and the contractor.

**23.1 Past Performance Information:** The Government will provide and record Past Performance Information for acquisitions over the Simplified Acquisition Threshold utilizing the Contractor Performance Assessment Reporting System (CPARS). The CPARS process allows Contractors to view and comment on the Government's evaluation of the Contractor's performance before it is finalized.

The CPARS is <https://www.cpars.gov>

**24.0 Invoicing and Payment:** The invoice shall include itemized charges and other direct costs (ODCs) authorized by the COR which are within scope of this task order (e.g., travel and/or materials) and reflect the details specified below

Invoices shall be submitted to GSA ASSIST (ITSS) and the Central Invoice System (CIS) web-based Order Processing System (<https://portal.fas.gsa.gov/>). The COR and the GSA CS will approve each invoice in CIS prior to payment. Failure to enter an invoice into the GSA ITSS web-based system may result in a rejection.

An invoice for completion of each deliverable shall be electronically delivered to the CR via the GSA electronic contract management system by the twentieth (20th) calendar day of the month following delivery for client and GSA acceptance. A copy of the invoice shall be attached to the associated deliverable "Acceptance Report" posted in GSA Information Technology Solution Shop (ITSS) located on the web at <https://portal.fas.gsa.gov/>. The invoice shall be submitted on official company letterhead.

For reimbursable expenses, the invoiced charges shall not exceed the limit specified in the task order. No charges shall be paid by the Government, which are not specifically identified in the task and approved in advance by the Government. Copies of receipts, travel vouchers, etc., completed in accordance with Government Travel Regulations shall be attached to the invoice to support the charges. Original receipts shall be maintained by the contractor and made available to Government auditors upon request.

The contractor shall submit Requests for Payments in accordance with the format contained in General Services Administration Acquisition Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment.

The contractor shall provide the following payment information for GSA use. It must be an exact match with the information under the task order number in the AAS Business Systems Portal, ITSS Contract Registration (not the contractor's company or individual representative's registration) as well as with the information under the contractor's Data Universal Numbering System (DUNS) number in the System for Award Management (SAM), <http://www.sam.gov>. Mismatched information will result in rejected payments.

- a. Company Name – Legal Business Name and Doing Business As (DBA) Name
- b. Mailing Address – Contact and Address Information
- c. Remittance Address – Remit To Address Information
- d. Employer's Identification Number – Federal Tax ID
- e. DUNS (Data Universal Numbering System)

The contractor shall provide the following information on each invoice submitted:

- a. Invoice Number – must not include any special characters; ITSS and the invoice must match
- b. ACT Number from GSA Form 300, Block 4
- c. GSA Task Order Number – must match ITSS
- d. Contract Number from GSA Form 300, Block 3

- e. Point of Contact and Phone Number
- f. Remittance Address
- g. Delivery date or Period of Performance for the billing period
- h. Charges, identified by deliverable or line item(s), with a narrative description of the service performed. Labor, reimbursable costs, and other charges (e.g., G&A) must be broken out.
- i. Prompt Payment Discount, if offered
- j. Total Invoice Amount – must match the acceptance information posted in ITSS; cannot exceed the current task order ceiling
- k. Total cumulative task order amount and burn rate

**25.0 Kick-off Meeting:** Within ten (10) business days following the task order award date, contractor shall meet with GSA and USSOCOM to review goals and objectives of the order. Contractor shall take minutes of the meeting and disseminate the results to both GSA and USSOCOM. This meeting will also provide an opportunity to clarify and answer questions.

### **Terms and Conditions**

52.204-25 - Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days of the end of the task order.

(End of Clause)

FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) calendar days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

GSAM 552.204-9 Personal Identity Verification Requirements (Oct 2012)

GSAM 552.215-71 Examination of Records by GSA (Multiple Award Schedule) (Jul 2003)

GSAM 552.215-72 Price Adjustment – Failure to Provide Accurate Information (Aug 1997)

GSAM 552.219-71 Notice to Offerors of Subcontracting Plan Requirements (Oct 2016)

GSAM 552.232-25 Prompt Payment (Deviation FAR 52.232-25) (Nov 2009)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (c)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments.

(1) The due date for making invoice payments by the designated payment office is:

(i) For orders placed electronically by the General Services Administration (GSA) Federal Acquisition Service (FAS), and to be paid by GSA through electronic funds transfer (EFT), the later of the following two events:

(A) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(B) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(ii) For all other orders, the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor.

(iii) On a final invoice, if the payment amount is subject to contract settlement actions, acceptance occurs on the effective date of the contract settlement.

(2) The General Services Administration will issue payment on the due date in paragraph (a)(1)(i) of this clause if the Contractor complies with full cycle electronic commerce. Full cycle electronic commerce includes all the following elements:

(i) The Contractor must receive and fulfill electronic data interchange (EDI) purchase orders (transaction set 850).

(ii) The Contractor must generate and submit to the Government valid EDI invoices (transaction set 810) or submit invoices through the GSA Finance Center Internet-based invoice process. Internet-based invoices must be submitted using procedures provided by GSA.

(iii) The Contractor's financial institution must receive and process, on behalf of the Contractor, EFT payments through the Automated Clearing House (ACH) system.

(iv) The EDI transaction sets in paragraphs (a)(2)(i) through (a)(2)(iii) of this clause must adhere to implementation conventions provided by GSA.

(3) If any of the conditions in paragraph (a)(2) of this clause do not occur, the 10 day payment due dates in (a)(1) become 30 day payment due dates.

(4) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are—

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(5) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. Notwithstanding paragraph (g) of the clause at FAR 52.212-4, Contract Terms and Conditions—Commercial Items, if the Contractor submits hard-copy invoices, submit only an original invoice. No copies of the invoice are required. A proper invoice must include the items listed in paragraphs (a)(5)(i) through (a)(5)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in paragraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(6) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(6)(i) through (a)(6)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(7) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in paragraph (c)(5) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day



(unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(8) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in paragraph (c)(7) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(9) Additional interest penalty.

(i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with paragraph (a)(9)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor—

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(9)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)

(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall—

- (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
  - (2) Attach a copy of the invoice on which the unpaid late payment interest was due; and
  - (3) State that payment of the principal has been received, including the date of receipt.
- (B) Demands must be postmarked on or before the 40th day after payment was made, except that—
- (1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or
  - (2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.
- (iii)
- (A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except—
- (1) The additional penalty shall not exceed \$5,000;
  - (2) The additional penalty shall never be less than \$25; and
  - (3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.
- (B) If the interest penalty ceases to accrue in accordance with the limits stated in paragraph (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.
- (C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.
- (D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).
- (b) Contract financing payments.
- (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(End of clause)

GSAM 552.237-71 Qualifications of Employees (May 1989)

GSAM 552.238-71 Submission and Distribution of Authorized FSS Schedule Pricelists (Sep 1999)

(a) Definition. For the purposes of this clause, the Mailing List is the list of addressees provided to the Contractor by the Contracting Officer.

(b) The Contracting Officer will return one copy of the Authorized FSS Schedule Pricelist to the Contractor with the notification of contract award.

(1) The Contractor shall provide to the GSA Contracting Officer:

(i) Two paper copies of Authorized FSS Schedule Pricelist; and

(ii) The Authorized FSS Schedule Pricelist on a common-use electronic medium.

The Contracting Officer will provide detailed instructions for the electronic submission with the award notification. Some structured data entry in a prescribed format may be required.

(2) The Contractor shall provide to each addressee on the mailing list either:

(i) One paper copy of the Authorized FSS Schedule Price List; or

(ii) A self-addressed, postage-paid envelope or postcard to be returned by addressees that want to receive a paper copy of the pricelist. The Contractor shall distribute price lists within 20 calendar days after receipt of returned requests.

(3) The Contractor shall advise each addressee of the availability of pricelist information through the on-line Multiple Award Schedule electronic data base.

(c) The Contractor shall make all of the distributions required in paragraph (c) at least 15 calendar days before the beginning of the contract period, or within 30 calendar days after receipt of the Contracting Officer's approval for printing, whichever is later.

(d) During the period of the contract, the Contractor shall provide one copy of its Authorized FSS Schedule Pricelist to any authorized schedule user, upon request. Use of the mailing list for any other purpose is not authorized.

(End of clause)

GSAM 552.238-72 Identification of Products that have Environmental Attributes (Sep 2003)

**SOW Attachments:**

1. DD254 (draft)

2. Services Delivery Summary (SDS)